

Facility Name: City of Laredo Landfill  
 MSW Authorization #: 1693B

Initial Submittal Date: 9/29/2014  
 Revision Date: 6/18/2015

Select all that apply	Received	Pending	Not Applicable
Ocean Dumping Permits under the Marine Protection Research and Sanctuaries Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dredge or Fill Permits under the CWA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Licenses under the Texas Radiation Control Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Other Environmental Permits</b>			
<b>Air New Source Permits (#41607)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Air Operating Permits (#2371, #517)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Storm Water (TXR05AZ35)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Tires (#6200048)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**12. General Facility Information**

Facility Name: **City of Laredo Landfill, Solid Waste Manager- Steve Geiss**  
 MSW Authorization No. (if available): **1693B**  
 Regulated Entity Reference No. (if issued)\*: **RN102327582**  
 Physical or Street Address (if available): **6912 Hwy 359**  
 City: **Laredo** County: **Webb** State: **TX** Zip Code: **78043**  
 (Area Code) Telephone Number: **956.795.2510**  
 Latitude (Degrees, Minutes Seconds): **27, 29', 55.90"**  
 Longitude (Degrees, Minutes Seconds): **99, 24', 17.57"**  
 Benchmark Elevation (above mean sea level): **468.99ft.**

Provide a description of the location of the facility with respect to known or easily identifiable landmarks: **2 mi east of intersection of Loop 20 and SH 359 on SH 359**

Detail access routes from the nearest United States or state highway to the facility: **All access to the site will be via Hwy 359**

\*If this number has not been issued for the facility, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Facility as the Regulated Entity.

**13. Facility Type(s)**

Type I                       Type IV                       Type V  
 Type I AE                       Type IV AE                       Type VI

**14. Activities Conducted at the Facility**

Storage                       Processing                       Disposal

**Signature Page**

I, STEPHEN R. GEISS, MANAGER, Solid Waste Services,  
(Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: 

Date: 06/19/2015

-----  
TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, \_\_\_\_\_, hereby designate \_\_\_\_\_  
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

\_\_\_\_\_  
Printed or Typed Name of Operator or Principal Executive Officer

\_\_\_\_\_  
Signature  
-----

SUBSCRIBED AND SWORN to before me by the said \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas  
(Note: Application Must Bear Signature & Seal of Notary Public)

**City of Laredo Landfill Permit Amendment 1693B**  
**City of Laredo, Texas**  
**Permit Amendment MSW Permit 1693B**  
**Laredo, Texas**  
**Webb County, Texas**  
**August 2014**  
**Revised June 2015**

**Part I**  
**Attachment 1**  
**Supplementary Technical Report**



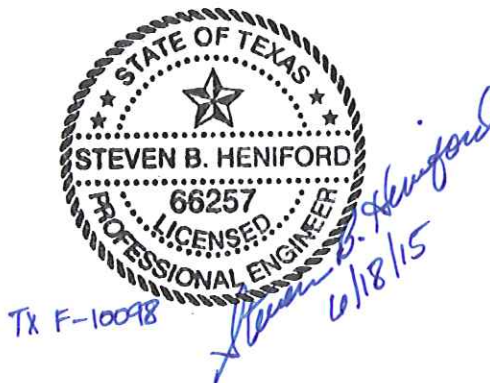
JX F-10598

*Steven B. Heniford*  
6/18/15

**LAREDO LANDFILL  
PART I  
Attachment 1  
Supplementary Technical Report**

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## Supplementary Technical Report

The City of Laredo provides a range of municipal solid waste (MSW) services to residents and businesses of the City and surrounding communities, including the disposal of waste at the City owned Landfill. In order to provide long-term disposal services to the community, the City has determined it is necessary to expand the capacity of the facility through a permit amendment to the Texas Commission on Environmental Quality (TCEQ).

The Landfill permit was last amended in 1999. The 1999 amendment increased the height of the landfill, while maintaining the original four distinct phases. The phases are separated by a 70-foot wide CPL electrical utility easement that intersects the landfill in a north/south direction and a now abandoned natural gas pipeline which intersects the property in an east/west direction. The easement for the natural gas pipeline is terminated if after a one year period the pipeline is not used. The pipeline has not been in use for over 12 months, and portions of the pipeline have been recovered for scrap metal. The abandonment of the natural gas pipeline allows the City to incorporate the easement property and increase capacity by filling the area that was previously used for the pipeline and also increasing the height of the landfill. This will create two phases, an "East Phase" and a "West Phase."

### 1.0 Permit Background

#### 1.1 Facility Name, Address and Phone Number 30 TAC § 305.45(a)(3)

Applicant:	City of Laredo c/o - Solid Waste Manager
Name of Facility:	The City of Laredo Landfill
MSW Permit No.:	1693B (after approval of the amendment)
Physical Address:	6912 Texas Highway 359 Laredo, Texas 78043
Phone	956-795-2510

#### 1.1.1 Nature of the Business 30 TAC § 305.45(a)(4)

The facility is a Type I and Type IV municipal solid waste management (MSW) landfill. The landfill accepts waste primarily from the City of Laredo and surrounding communities. The landfill currently is divided into four phases. Phases 1, 2 and 3 are permitted as Type I MSW areas. Phase 4 is permitted as a Type IV area for construction/demolition wastes. The permit amendment will convert Phase 4 from a Type IV area to a Type I area. The amendment will allow for the City to place MSW where a previous natural gas pipeline was located, creating two fill areas instead of four. In addition to MSW disposal, the City also maintains a tire chipping operation on site and a used oil collection service. The site is also permitted to have a crushing pad for containerized liquids.

In 2013, the City accepted 365,155 tons per year (tpy) MSW. It is projected that in 2014 the Landfill will accept 354,000 tpy or a daily average of 1140 tons per day (tpd) with a maximum projection of 1700 tpd. In 2019, the annual disposal rate is projected to be 445,200 tpy with an average rate of 1430 tpd and a maximum rate of 2140 tpd. The City is authorized to operate

**City of Laredo Landfill Permit Amendment 1693B**  
**City of Laredo, Texas**  
**Permit Amendment MSW Permit 1693B**  
**Laredo, Texas**  
**Webb County, Texas**  
**August 2014**  
**Revised June 2015**

**Part I**  
**Attachment 2**  
**Legal Description, Easements and Metes & Bounds**



TK F-10098

*Steven B. Heniford*  
*6/18/15*

**LAREDO LANDFILL  
PART I  
Attachment 2  
Legal Description, Easements and Metes & Bounds**

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Figure I.2.1: Metes and Bounds Map





## **I.2.1 Property Legal Description and Utility Easement**

The City of Laredo owns a tract of land containing 251.2262 acres, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3116 and Porcion 32, Antonio Trevino, Original Grantee, Abstract 296, Webb County, Texas, said 251.2262 acre tract partially being out of a 2,855.039 acre tract of land conveyed to Hurd Enterprises, Ltd. as per deeds recorded in Vol. 684, Page 449, Deed Records of Webb County, Texas, Vol. 1219, Page 769, Real Property Records of Webb County, Texas.

The City is permitting 203.12 of the 251.2262 acres. The initial permitted area was 200 acres. Within the 251.2262, the City is adding approximately 3.12 acres of property to the permitted area.

Included in this section is a copy of the Special Warranty Deed between Hurd Ranch Company and the City of Laredo. This Special Warranty Deed includes a provision that the sale is subject to “existing... conditions, rights-of-way, easements,...of record, if any, affecting all or any part of the Property.”

**Abandoned Pipeline Easement:** This section also includes the Right-of-Way Easement for the abandoned pipeline easement. This easement states that “so long as the rights and easements herein granted, or any one of them, shall be used by Grantee for the purposes herein granted for twelve months and as long thereafter as the pipeline is used without cessation of more than twelve months, the purposes of the construction, inspecting, repairing, maintaining, replacing and removing the property of the Grantee herein described; and the undersigned binds himself...” It further states, “In the event that Grantee, its successors and assigns, fail to use said pipeline for the transportation of oil, gas and/or petroleum products for a consecutive twelve (12) month period, then all of Grantee’s rights hereunder shall terminate upon the expiration of the twelve (12) month period, and the right-of-way shall terminate and all rights herein granted to the grantee shall revert to Grantor.

The pipeline has not been used for than 12 months and according to the easement is abandoned.

Easements include:

- CPL Easement as recorded in Vol. 203, Page 513-516
- Drainage Easements along West, North and East of Landfill Boundary (outside permitted area)

**Mineral Rights:** The latest available information from the City of Laredo indicates the Bruni Mineral Trust is the owner of mineral rights associated with the City’s landfill property. Information from the City is included in this section. No minerals are being recovered at this time, therefore there are no tax records on the property.



53567-RH

523102

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS §  
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

THAT HURD RANCH COMPANY, LTD, a Texas limited partnership ("Grantor"), having an office at 112 E. Pecan, Suite 2626, San Antonio, Texas 78205, for TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by the CITY OF LAREDO, a political subdivision of the State of Texas ("Grantee"), having an office at 1110 Houston Street, Laredo, Texas 78042, the receipt and sufficiency of which consideration are hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, that certain 251.2262 acre tract or parcel of land, more or less, out of Porcion 32, Abstract 296, Antonio Trevino Original Grantee, and Porcion 31, Abstract 3116, Jose Trevino Original Grantee, situated in the City of Laredo, Webb County, Texas, as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes together with any improvements situated thereon (the "Property").

227 165

Grantor, as owner of all or any part of the 2,603.5526 acres of land, more or less, surrounding the Property, said land being more fully described as Tract H-5 (save and except the Property) in that certain Clarification Conveyance and Confirmation of Ownership dated February 9, 1987, recorded in Volume 1219, Page 762, of the Real Property Records of Webb County, Texas, hereby reserves for itself, its successors and assigns, a utilities easement (including any required aerial easement) over, under, upon, through and across that portion of the Property described on Exhibit B attached hereto and made a part hereof for all purposes.

This Special Warranty Deed (this "Deed") is expressly made subject to all validly existing restrictions, covenants, conditions, rights-of-way, easements, ordinances, maintenance charges and liens securing said charges, mineral reservations, and royalty reservations, of record, if any, affecting all or any part of the Property.

The consideration for this Deed has been paid and has been caused to be paid to Grantor by Grantee as follows:

- (a) The sum of Ten Dollars (\$10.00) and other good and valuable consideration has this day been paid in cash to Grantor by Grantee, the receipt of which is hereby acknowledged.

680716

(b) The remaining portion of the consideration for this Deed (the "Deferred Portion") has been loaned to Grantee by Grantor. The indebtedness for the Deferred Portion is evidenced by that certain promissory note of even date herewith (the "Note") made by Grantee payable to the order of Grantor in the principal sum equal to the Deferred Portion and being payable as more fully provided in the Note, which Note is finally due and payable on October 2, 1996.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's successors, assigns and legal representatives, to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise; subject, however, to the liens securing the payment of the Note and to the other matters set forth herein.

GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN.

Grantor warrants payment of all ad valorem taxes on the Property through calendar year 1993. Such taxes for the current year have been prorated as of the date of delivery hereof and Grantee assumes and agrees to pay such ad valorem taxes in full.

EXECUTED this 30<sup>th</sup> day of June, 1994.

HURD RANCH COMPANY, LTD.,  
a Texas limited partnership

By: [Signature]  
Name: John R. Hurd  
Title: General Partner

227  
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-17-

THE STATE OF TEXAS §  
COUNTY OF Bexar §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 1994 by John R. Hurd, General Partner on behalf of Hurd Ranch Company, Ltd., a limited partnership.

(SEAL)



Patricia H. Brock  
Notary Public in and for  
the State of Texas

Patricia H. Brock  
Printed Name of Notary

My Commission Expires: 6/2-3-97

227 167

HENRY FLORES  
COUNTY CLERK  
FILED  
94 JUN 30 PM 4:32  
WEBB COUNTY, TEXAS  
BY [Signature] FERRIN

087718



## METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 251.2262 ACRES, situated in Porcion 31, Jose Trevino, Original Grantee, Abstract 3118 and Porcion 32, Antonio Trevino, Original Grantee, Abstract 298, Webb County, Texas, said 251.2262 acre tract partially being out of a 2,853.039 acre tract of land conveyed to Hurd Enterprises, Ltd. as per deeds recorded in Vol. 684, Page 449, Deed Records of Webb County, Texas, Vol. 1219, Page 769, Real Property Records of Webb County, Texas and partially out of a 200.00 acre tract leased by the City of Laredo as a Municipal Solid Waste Facility (Laredo Landfill Tract) as per Resolution 84-R-0030 between the City of Laredo and Hurd Enterprises, Ltd. dated March 20, 1984, this 251.2262 acre tract more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found for the northwest corner of aforementioned 200.00 acre (Laredo Landfill) Tract, said monument bears S25°36'50"E, a distance of 229.32' from a fence corner post being the northeast corner of Part E-2 of Shore 1 of the A.M. Brunl Estate called to contain 100.0 acres as per plat dated February 9, 1951 and recorded in Vol. 2, Page 142, Plat Records of Webb County, Texas, said monument is the northwest corner of this 251.2262 acre tract;

THENCE S63°02'13"E, along the northerly line of aforementioned 200.00 acre Laredo Landfill Tract and partially along a fence, a distance of 479.25' to a 1/2" dia. iron rod set, a deflection left;

THENCE S82°55'20"E, continuing along the northerly line of the 200.00 acre Laredo Landfill Tract being along a fence, a distance of 2881.51' to a concrete monument found for the northeast corner of said 200.00 acre tract and the northeast corner hereof;

THENCE S07°04'40"W, along the easterly line of the 200.00 acre tract being partially along a fence, at 3046.97' a concrete monument found for the southeast corner of said 200.00 acre tract, at 3800.43' a 1/2" dia. iron rod set at a fence line situated on the northerly right-of-way line of Texas State Highway 359, said rod is the southeast corner of this 251.2262 acre tract;

THENCE N71°58'32"W, along a fence being along the northerly right-of-way line of said highway, a distance of 2457.54' to a 1/2" dia. iron rod set, a deflection right;

THENCE N68°57'32"W, continuing along a fence and northerly right-of-way line of State Highway 359, a distance of 375.43' to a 1/2" dia. iron rod, a deflection left;

THENCE N69°16'32"W, along same fence and northerly right-of-way line of said highway, a distance of 112.11' to a 1/2" dia. iron rod, a deflection left;

THENCE N74°52'32"W, along said fence and northerly right-of-way line of said highway, a distance of 41.92' to a 1/2" dia. iron rod set for the southwest corner of this 251.2262 acre tract;

THENCE N00°14'24"E, parallel and 100' from an existing fence being the easterly line of aforementioned Part E-2 of Shore 1 of the A.M. Brunl Estate, at 752.81' a 1/2" dia. iron rod set for the southwest corner of aforementioned 200.00 acre tract, at 758.14' a concrete monument found, at 3398.02' the place of beginning of this 251.2262 acre tract, more or less.

NOTE: Basis of bearings taken from the southerly line (S71°58'32"E) of a 200.00 acre Laredo Landfill Tract as per City of Laredo Resolution No. 84-R-0030 dated March 20, 1984 which was based on a survey plat prepared by A.J. Medina, R.P.L.S., dated August 2, 1983.

94J0827

EXHIBIT 'A'

227 - 168



**Commonwealth.**

Land Title Insurance Com. 7

GF No. 00053567--RR

Policy No. O-175000124550

SCHEDULE B CONTINUED:

9. All oil, gas and other minerals are hereby excepted excepted from Title Policy, as reserved by Alice Bruni Hall and husband, Ernest M. Bruni, et al, in Deed to O.W. Killam, dated March 7, 1955, recorded in Volume 240, pages 353-356, Webb County Deed Records.
10. Subject to terms and provisions of Bruni Mineral Trust dated July 22, 1939, recorded in Volume 155, pages 142-148; and Amended by instrument dated January 11, 1951, recorded in Volume 221, page 352, Webb County Deed Records; renewed and extended by instrument dated April 25, 1978 and recorded in Volume 583, page 506, et seq., Webb County Deed Records and all other Amendments thereto.
11. Subject to the rights of the owners of all oil, gas and other minerals of egress and ingress for the purposes of exploration, drilling and production of same.
12. Easement and Right-of-Way dated August 6, 1948, executed by J.C. Martin, Trustee to Central Power and Light Company, recorded in Volume 203, pages 515-516, Webb County Deed Records. (Blanket Easement)
13. Pipeline Right-of-Way dated May 31, 1957, executed by Elmore H. Borchers, et al, Trustees to Delhi Pipeline Corporation, recorded in Volume 256, pages 376-377, Webb County Deed Records. (Blanket Easement)
14. Easement and Right-of-Way dated February 25, 1986, executed by Hurd Enterprises, Ltd. to Central Power and Light Company, recorded in Volume 1170, pages 677-680, Webb County Real Property Records.
15. Easement dated May 6, 1990, executed by John G. Hurd, d/b/a Hurd Ranch Company to Central Power and Light Company, recorded in Volume 1411, pages 660-662, Webb County Real Property Records.
16. Easement and Right-of-Way dated September 17, 1991, executed by John G. Hurd, d/b/a Hurd Ranch Company to Central Power and Light Company, recorded in Volume 1510, pages 535-539, Webb County Real Property Records.
17. Easement and Right-of-Way dated October 10, 1991, executed by John G. Hurd and Nancy S. Hurd, d/b/a Hurd Ranch Company to Central Power and Light Company, recorded in Volume 1519, pages 238-242, Webb County Real Property Records.
18. Lease Agreement dated September 23, 1991, executed by and between John G. Hurd and Nancy S. Hurd, d/b/a Hurd Ranch Company and The City of Laredo, for a period of 24 years, recorded in Volume 1510, pages 528-534, Webb County Real Property Records.

Continued on next page



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of August, 1957.

(SEAL)

DELORA H. KEETCH  
NOTARY PUBLIC IN AND FOR NUECES COUNTY, TEXAS.

FILED FOR RECORD September 30th., a.d. 1957 at 12:54 o'clock and duly recorded October 21st., a.d. 1957 at 11:40 o'clock A.M. in the Deed Records, Volume 256, Pages 371-376.

C. H. KAZEN  
CLERK, COUNTY COURT WEBB COUNTY, TEXAS

(SEA)

BY GEORGE ZAPATA, DEPUTY.

\*\*\*\*\*  
E. H. BORCHERS, TRUSTEE, ET AL # 100682 RIGHT OF WAY EASEMENT DELHI PIPELINE CORP.

THE STATE OF TEXAS I  
COUNTY OF WEBB I  
KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar (\$1.00) per lineal rod of pipe paid to the undersigned, hereinafter called "Grantor", whether one or more, the receipt and sufficiency of which is hereby acknowledged and confessed, the said Grantor does hereby GRANT, SELL and CONVEY unto DELHI PIPELINE CORPORATION, hereinafter called "Grantee", its successors, transferees and assigns, the right of way and easement to lay, maintain, operate, repair, replace, alter, renew and remove pipe lines and appurtenances thereto, including, but not limited to block gate valves, over, under, through, upon, along and

And the right and easement to install a natural gas regulator in and on the present eight (8) inch gas pipe line and a building over same on, along and upon the right of way granted to V. F. Neuhaus of Mission, Texas by instrument dated January 5, 1951 and recorded in Volume 221 pages 38-39, of the Deed Records of Webb County, Texas, to which Easement and the record thereof reference is here made for all purposes; said building to be not more than 10 feet wide and 20 feet long and to be located not less than 30 feet South of the South Boundary line of State Highway 359 and not more than 50 feet South of same, and all of said improvements to be located and situated upon, along over and on the present 8 inch pipeline easement referred to above.

On the North by the lands of State Highway 359

On the East by the lands of H. B. Ramirez

On the South by the lands of \_\_\_\_\_

On the West by the lands of Fred Brunf

containing 215 acres, more or less, in Porciones 31 and 32 and more fully described in that certain instrument from \_\_\_\_\_ to \_\_\_\_\_ recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Records of Webb County, State of Texas, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors, transferees and assigns, so long as such lines building and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, replacing, and supplementing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, and to pay any damages occasioned by the negligence of the said Grantee which may arise to growing crops or fences from the construction, maintenance and operation of said pipe and building, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of any two of such three persons shall be final and conclusive.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors, transferees,



The person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office this 16th day of January, 1951.

ELMORE H. BORGERS  
NOTARY PUBLIC IN AND FOR WEBB COUNTY, TEXAS.

(SEAL)

FILED FOR RECORD February 24th A. D. 1951 at 10:00 o'clock A. M. and duly recorded March 21st A. D. 1951 at 4:30 o'clock P. M. in the Deed Records, in Volume 221, Pages 36-38.

C. H. KAZEM  
CLERK, COUNTY COURT, WEBB COUNTY, TEXAS.

(SEAL)

BY J. LONGORIA, JR., DEPUTY.

ADRELA BRUNI #73100

RIGHT OF WAY

V. F. NEUHAUS

THE STATE OF TEXAS

TRACT NO. 17  
380 RODS

COUNTY OF WEBB

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of fifty cents (50¢) per lineal rod of pipe paid to the undersigned, hereinafter called "Grantor" whether one or more, the receipt and sufficiency of which is hereby acknowledged and confessed, the said "Grantor" does hereby GRANT, SELL and CONVEY unto V. F. NEUHAUS of Mission, Texas, hereinafter called "Grantee" his heirs and assigns, the right of way and easement to lay, maintain, operate, repair, replace, alter, re-new and remove pipe lines and appurtenances thereto, including, but not limited to block gate, valves, and to construct, maintain, operate and remove telegraph and telephone lines in connection therewith, together with the necessary poles, guy wires and anchors, over, under, through, upon, along and across that land situated in Webb County, State of Texas, and bounded and described as follows:

On the North by the lands of E. Ugarte, et al

On the East by the lands of \_\_\_\_\_

On the South by the lands of Norman H. Clark

On the West by the lands of City of Laredo

A Tract of land in Porciones 31 & 32 and known as Share #1 in a Partition Deed from A. M. Bruni Estate, et al and Maria Bruni Leyendecker, et al recorded in Book 178 at Page 384-97 of the Records of Webb County, State of Texas, to which reference is here made for further description.

Together with the right of ingress and egress to and from said right of way, such right of way to be along such route as may be selected by "Grantee" his heirs and assigns, and together with the right to cut, trim and remove, now or hereafter, bushes, trees and all other obstructions which may interfere with the rights herein granted.

TO HAVE AND TO HOLD unto said "Grantee" his heirs and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, replacing and supplementing the property of "Grantee" above described, and the removal of such at will, in whole or in part.

The said "Grantor" is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said "Grantee" who hereby agrees to bury all pipes to a sufficient depth so as not to interfere with the cultivation of the soil and in compliance with the laws of the State of Texas, and to pay any damages occasioned by the negligence of the "Grantee" which may arise in removing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines, said damages if not mutually agreed upon, to be



JPL ENTEX/Brown Laredo  
AFF: 40817  
E.L. # 18920  
P 300-011, 5, 18

515912

Tract No. \_\_\_\_\_

RIGHT-OF-WAY BASEMENT

THE STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WEBB §

THAT for and in consideration of TEN AND NO/100 (10.00) DOLLARS, and other good and valuable consideration, to the undersigned, Hurd Ranch Company, whose address is 112 E. Pecan, Suite 2626, San Antonio, Texas 78205 (hereinafter styled GRANTOR, whether one or more), paid the receipt of which is hereby acknowledged, the said Grantor, does hereby Grant and Convey unto Valero Transmission Company, L.P. whose address is P.O. Box 500, San Antonio, Texas 78292-0500 (hereinafter styled Grantee), its successors and assigns, a right-of-way and easement to construct, maintain, operate, repair, replace, change the size of and remove one (1) pipeline only with valves, blowdowns and appurtenances thereto, over and through the following described land situated in Webb County, Texas, to-wit:

SEE EXHIBIT "A", "B" & "C" ATTACHED HERETO.

Upon completion of construction an as-built plat will become part of this agreement and identified as Exhibit "C".

The right-of-way herein granted shall be sixty feet (60') in width during construction, except at location such as roads, streams, ditches or specific areas requiring additional space, and thereafter shall be thirty feet (30') in width.

Grantee shall have the right to install cathodic protection devices on the right-of-way and protect same with signs and markers.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment of use of the rights herein granted.

Grantee shall have the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the use of said pipeline.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any one of them, shall be used by Grantee for the purposes herein granted for twelve months and as long thereafter as the pipeline is used without cessation of more than twelve months, the purposes of construction, inspecting, repairing, maintaining, replacing and removing the property of Grantee herein described; and the undersigned binds himself, his heirs, executors and administrators (and successors and assigns) to WARRANT AND FOREVER DEFEND all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to and conditioned upon the following:

1. The Grantee agrees to bury all pipe so that it will not be less than thirty-six inches (36") from surface of the land, and also to pay for any damage to fences, growing crops and timber, which may arise from laying, constructing, altering, repairing, removing, changing the size of, and replacing such pipeline.
2. Grantee shall notify Grantor prior to cutting any fences. Prior to cutting any fence of Grantor, Grantee shall brace each existing fence to be cut adequately on both sides of the proposed

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pipelines or permit any party other than Grantee to change such grade. Before Grantor allows any party other than Grantee to excavate or dig in any manner in the vicinity of the pipeline, Grantor shall (1) point out the exact location of said pipeline to such party, and (2) tell such party about this requirement that the grade over the pipeline is not to be changed.

12. Grantee shall indemnify and hold Grantor harmless from all costs, damages, or claims arising out of any injury to persons or property occasioned by, arising out of, or resulting from the operations of Grantee, his agents, employees or independent contractors. Grantee shall have the right, no later than six (6) months after the termination of this Easement, to remove all property placed by Grantee on said right-of-way and shall leave the premises in as near its original condition as practicable, or may abandon all or part of its pipeline and appurtenances in place.

13. In the event that Grantee, its successors and assigns, fail to use said pipeline for the transportation of oil, gas and/or petroleum products for a consecutive twelve (12) month period, then all of Grantee's rights hereunder shall terminate upon the expiration of the twelve (12) month period, and the right-of-way shall terminate and all rights herein granted to Grantee shall revert to Grantor.

14. Grantee will stack brush cleared from the right-of-way area in low piles and agrees to burn same if requested to do so by Grantor.

15. Grantee agrees to restore road surfaces damaged during construction to original condition on lands owned by Grantor.

16. Grantee agrees to construct pipe barriers around any valves or gauges that stand above the surface of the ground and to paint said pipe barriers, valves or gauges a bright color so as to be visible to anyone in the area.

17. Grantee, or the agents, servants, employees, contractors and/or subcontractors of Grantee will, while upon the lands of Grantor, pursuant to the terms of this agreement, display their company name upon their vehicles and, upon request, will stop and identify themselves, their destination and the purpose of their presence upon the lands of Grantor.

18. It is further agreed that Grantee by exercise of the rights and privileges granted hereby will not interfere with Grantor's usage or Grantor's lands described herein or adjacent hereto.

19. This Right-of-Way shall not be assigned without the written consent of Grantor.

20. Should Grantee fail to perform any covenant, undertaking or obligation arising hereunder, or should Grantee breach or fail to perform any of the agreements contained herein, then and in that event, and at the option of the Grantor, the Grantee may give the Grantee written notice of such failure to perform as aforesaid, via certified mail at P.O. Box 500, San Antonio, Texas 78292-0500, or such address designated in writing by Grantee. After receipt of said notice as provided, the Grantee will have thirty (30) days to perform in the agreed manner as stated herein. In the event that the Grantee fails to do so, then, and in that event, all rights and privileges granted to the Grantee shall hereby terminate.

21. It is agreed that this instrument includes all of the agreements between the parties and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, representatives, successors and assigns.

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**City of Laredo Landfill Permit Amendment 1693B  
City of Laredo, Texas  
Permit Amendment MSW Permit 1693B  
Laredo, Texas  
Webb County, Texas  
August 2014**

**Revised June 2015**

**Part I  
Attachment 4  
Maps**



TX F-10098

*Steven B. Heniford*  
6/18/15

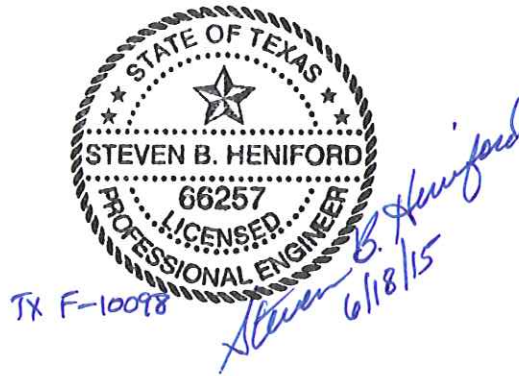
LAREDO LANDFILL  
PART I  
Attachment 4  
Maps

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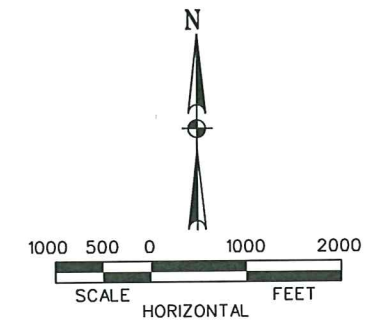
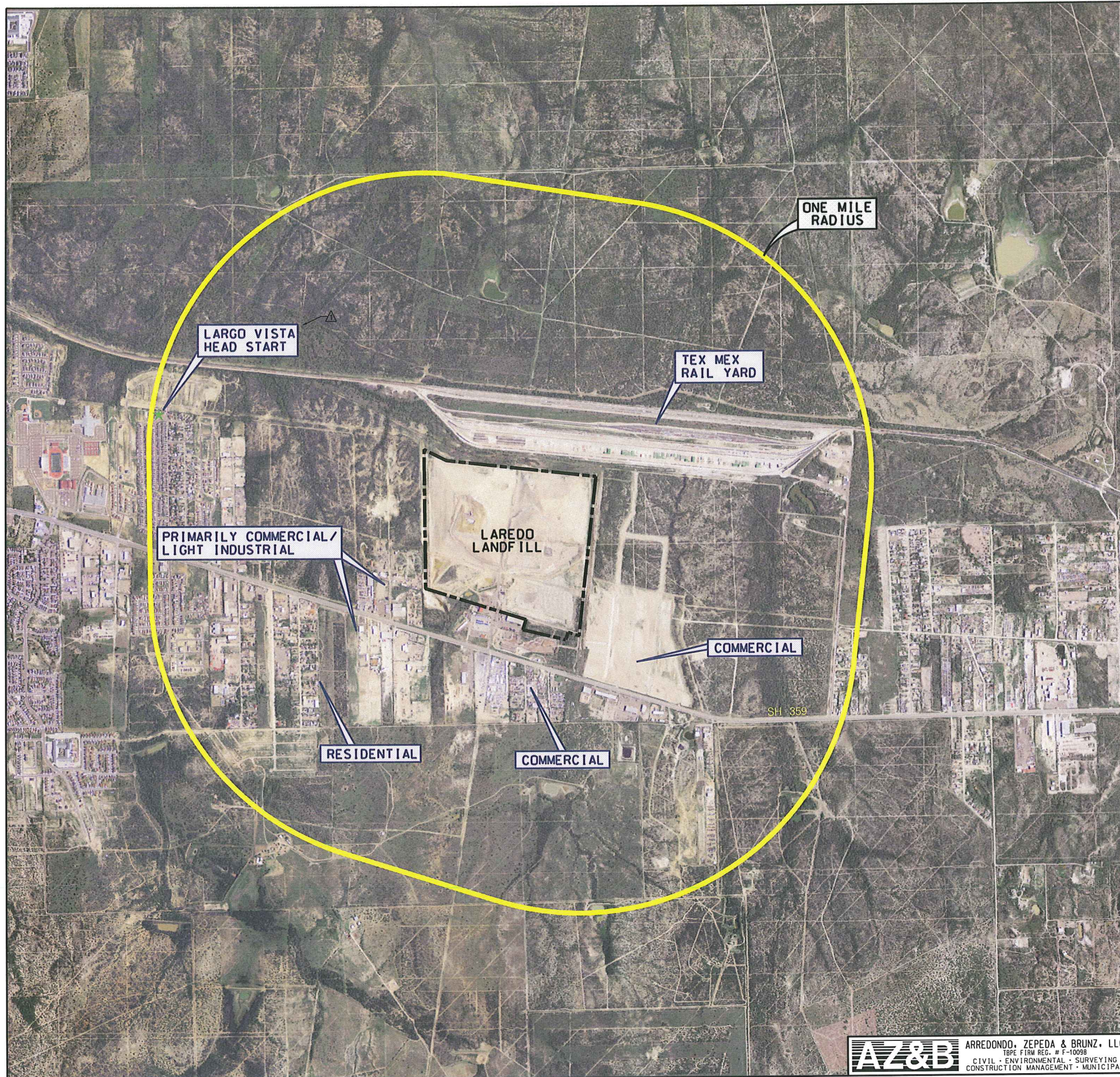
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**List of Figures**

- Figure I.4.1: General Location Map
- Figure I.4.2: Aerial View of Land Use
- Figure I.4.3: Topographic Map and Water, Oil & Natural Gas Locations
- Figure I.4.4: Landfill Layout
- Figure I.4.5: Drainage and Outfall Structures







**LEGEND**

--- AMENDED PERMIT BOUNDARY

SOURCE: TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS)-NIAP AERIAL IMAGERY, 2012

FOR PERMIT PURPOSES ONLY

1	6/18/15	NOD NO. 1	SBH	SBH
REV	DATE	DESCRIPTION	DES BY	APP BY
CITY PROJ. No.		LAREDO LANDFILL VERTICAL EXPANSION		
AZB PROJ. No. 212029		PERMIT AMENDMENT APPLICATION No. MSW-1693B		
DATE: AUGUST 2014		WEBB COUNTY, TEXAS		
DES BY	SH			
DRN BY	AZB			
CHK BY	SH			
APP BY	MC			

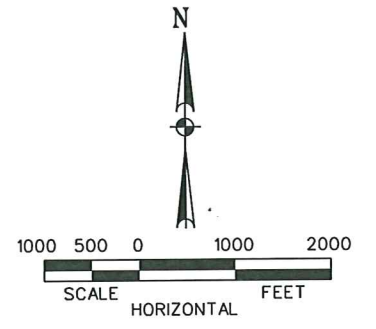
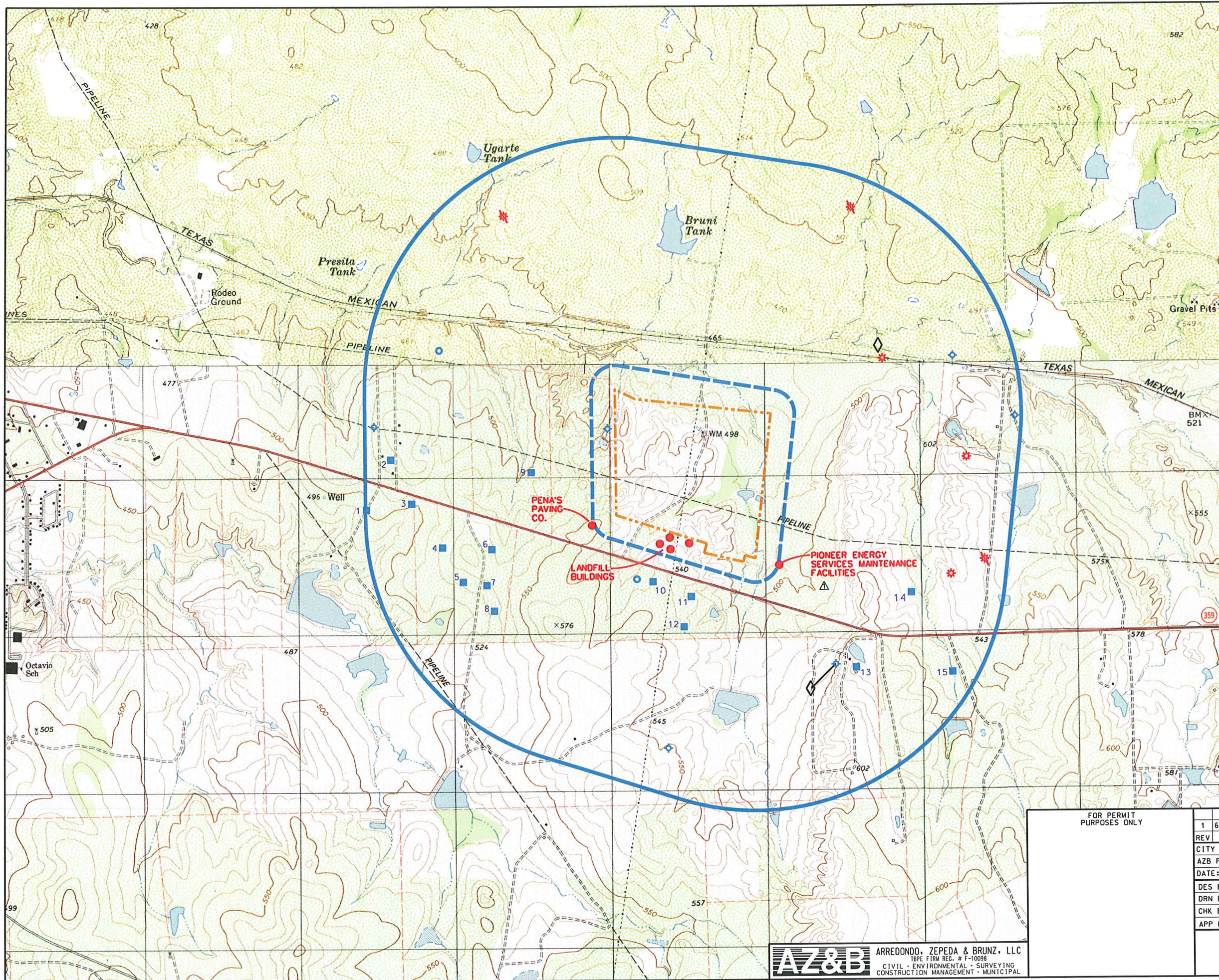
**AERIAL VIEW OF LAND USE  
FIGURE I-4.2**

**CITY OF LAREDO**

SHEET OF  
FILE:  
ATTACHMENT:  
**1-4**

**AZ&B** ARREDONDO, ZEPEDA & BRUNZ, LLC  
TBP# FIRM REG. # F-10098  
CIVIL - ENVIRONMENTAL - SURVEYING  
CONSTRUCTION MANAGEMENT - MUNICIPAL





**LEGEND**

- AMENDED PERMIT BOUNDARY
- 500' RADIUS FROM PERMIT BOUNDARY
- 1 MILE RADIUS FROM PERMIT BOUNDARY
- ◆ OIL/GAS DRY HOLE
- \* GAS WELL
- \* PLUGGED GAS WELL
- OIL/GAS PERMITTED LOCATION
- ◇ DIRECTIONAL WELL SURFACE LOCATION
- WATER WELL LOCATION
- STRUCTURE OUTSIDE OF PERMIT BOUNDARY AND WITHIN 500 FEET OF BOUNDARY

FOR BASE MAP LEGEND REFER TO THE TOPOGRAPHICAL MAP SYMBOLS, DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY, NATIONAL MAPPING DIVISION.

NOTES:  
THE TWO STREAMS WITHIN THE PERMIT BOUNDARY FLOW INTO AN UNNAMED TRIBUTARY OF CHACON CREEK, WHICH LIES APPROXIMATELY 2.5 MILES WEST OF THE LANDFILL'S NORTHWEST CORNER.

THE PIPELINE INTERSECTING THE LANDFILL, WHICH RUNS EAST/WEST, HAS BEEN ABANDONED.

SOURCES:

BASE MAP SOURCE IS LAREDO EAST, 1980 AND LAREDO SOUTH, 1979, USGS 7.5 MINUTE SERIES TOPOGRAPHIC QUADRANGLE MAPS.

TEXAS WATER DEVELOPMENT BOARD, WATER WELL REPORTS 2012.

RAILROAD COMMISSION OF TEXAS PUBLIC GIS MAP VIEWER, 2013.

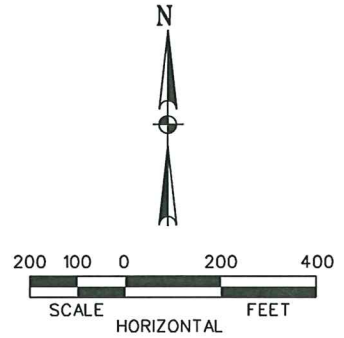
FOR PERMIT PURPOSES ONLY

REV	DATE	NOD #1	MC	SBH
1	6/18/15			

CITY PROJ. No.		LAREDO LANDFILL VERTICAL EXPANSION	
AZB PROJ. No. 212029		PERMIT AMENDMENT APPLICATION No. MSW-1693B	
DATE: AUGUST 2014		WEBB COUNTY, TEXAS	
DES BY	SH	<b>TOPOGRAPHIC MAP AND WATER, OIL &amp; NATURAL GAS WELL LOCATIONS FIGURE I-4.3</b>	
DRN BY	AZB		
CHK BY	SH		
APP BY	MC		
<b>CITY OF LAREDO</b>		SHEET OF	
		FILE:	
		ATTACHMENT:	I-4

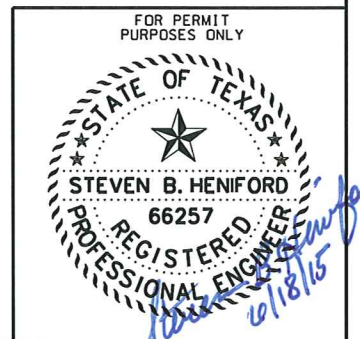
**AZ&B** ARREDONDO, ZEPEDA & BRUNZ, LLC  
TBP# FIRM REG. # F-10098  
CIVIL - ENVIRONMENTAL - SURVEYING  
CONSTRUCTION MANAGEMENT - MUNICIPAL





**LEGEND**

- PROPOSED PERMIT BOUNDARY
- PROPOSED TOE OF SLOPE
- PROPOSED 10' CONTOUR
- EXISTING 10' CONTOUR
- LATERAL EXPANSION AREA FOR TIRE CHIPPING & LEACHATE STORAGE TANK
- + MONITORING WELL
- o EXISTING GAS WELL



1	6/18/15	NDD NO. 1	MC	SBH
REV	DATE	DESCRIPTION	DES BY	APP BY
CITY PROJ. No.		LAREDO LANDFILL VERTICAL EXPANSION		
AZB PROJ. No. 212029		PERMIT AMENDMENT APPLICATION No. MSW-1693B		
DATE: AUGUST 2014		WEBB COUNTY, TEXAS		
DES BY		<b>LANDFILL LAYOUT FIGURE I-4.4</b>		
DRN BY				
CHK BY				
APP BY				
<b>CITY OF LAREDO</b>		SHEET 1 OF 1 FILE: ATTACHMENT: I-4		

**AZ&B** ARREDONDO, ZEPEDA & BRUNZ, LLC  
 TExAS FIRM REG. # F-10098  
 CIVIL • ENVIRONMENTAL • SURVEYING  
 CONSTRUCTION MANAGEMENT • MUNICIPAL